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Rs. 200

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Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
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Second Party	:	NEWZEN CONSULTANTS BANGALORE
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CONTRACT FOR CONSULTING SERVICES

AGREEMENT NO:BBMP/EE/YNK.D/PMC/WO/34/2019-20, Dt: 15/11/2019

This Contract is entered into on..15th Nov 2019.....Between **The Executive Engineer - Yelahanka Division, BBMP, Bangalore – 560 064.**

And

M/s. Newzen consultants bangalore,, #13,10th Main road, 2nd Cross , Jnanajyothinagara jnanabharathi Bangalore - 560056.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

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Consultant

Executive Engineer
Yelahanka Division

WHEREAS, the Consultant is willing to perform these services, **"Construction supervision, project management and quality control (PMC) for the works in ward no:04 Package-02"**

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services:**
   (i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
   (ii) The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.
   (iii The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. **Term:**
   The Consultant shall perform the Services during the period commencing and continuing through the completion of the construction work or any other period as may be subsequently agreed by the parties in writing.

3. **Payment:**
   A. Ceiling
   For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs.2,85,000/- (Two Lakhs Eighty five Thousand Only).** This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

   B. Schedule of Payments

   The Schedule of payments shall be as under:
   (i) 10% of Contract Price: On entering into Agreement.
   (ii) 90% of Contract Price: Physical Progress at Site, On Submission of Completion Report and As-built Drawings.

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

C. Payment Conditions:
Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

Consultant

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Yelahanka Division

4. **Contract Administration:**

A. Coordinator:

The Client designates Executive Engineer – Yelahanka Division As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports:

The Reports listed in Attachment C, "Consultant's Reporting Obligations" shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. **Performance Standards:**

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality:**

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. **Consultants not to be engaged in certain activities:**

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance:**

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of , or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. **Assignment:**

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

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Yelahanka Division

11. **Law governing the Contract:**
The contract shall be governed by the Laws of India.

12. **Indemnify the Client:**
The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**
The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately.

For the Client	**The Consultant**
Signed By:	Signed By:
Name and Designation	**Name:**
Date:	Date:
Place:	Place:

List of Attachments to the Contract:
Attachment "A": Terms of reference and Scope of services
Attachment "B": Consultants Personnel
Attachment "C": Consultants Reporting Obligations

Bruhat Bangalore Mahanagara Palike	**M/s. Newzen consultants bangalore**
Witness:	**Witness:**
1)	**1)**
2)	**2)**
Consultant	Executive Engineer Yelahanka Division

BRUHAT BANGALORE MAHANAGARA PALIKE

ATTACHMENT – "A" TERMS OF REFERENCES AND SCOPE OF SERVICES

1. Back Ground

Bruhat Bangalore Mahanagara Palike (BBMP) "the client" is desirous of obtaining **"Construction supervision, project management and quality control (PMC) for the works in ward no:04 Package-02"**

BBMP Intends to procure the services of a Consulting firm to carry out the construction supervision of the works and quality control including the project management.

It is envisaged to form the Works contracts in a manner so that maintenance of the road and its appurtenances is the responsibility of the contractor for a period of three years after completing of the work.

2. Description of Assignment

The Consultants services shall consist of construction Supervision of Works, quality control and project management.

3. DETAILED SCOPE OF SERVICES OF CONSTRUCTION SUPERVISION AND MANAGEMENT SERVICES

3.1 Scope of Work

The Consultant shall perform the principal services outlined below as a part of responsibility for the supervision of the works. They shall provide the qualified professional staffs with relevant experience to carry out the assignments. The Services shall include but not be limited to the following:

Represent the interest of the BBMP vis-à-vis the Contractor in any manner related to the construction contract and the proper execution thereof.

a) Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.

b) Review and recommend for approval the Contractor's work schedule or revision thereof and any such plans of programmes that the Contractor is obliged to furnish for approval. The Consultant shall also prepare and submit a disbursement schedule for approval.

c) Assess the adequacy of all inputs such as material and labours provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid.

Executive Engineer
Yelahanka Division

Consultant

d) Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract.

e) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.

f) Compute quantities of approval and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All Bills for payment shall accompany with necessary quality control test reports as per reports as per clause 200 of MORT&H.

g) Prepare and submit weekly/ monthly reports on the progress of works. The contractor's performance, quality of works and the project's financial status and forecasts.

h) Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project and prepare all specifications and other details.

i) Provide legal advice on possible contractor's claims.

j) Inform on problems or potential problems which arise in connection with the works contract and make recommendations for possible solutions.

k) Maintain representatives at the site in such manner that adequate supervision of construction work is ascertained at all times when the Contractor is working. Maintain representative at the Hot Mix plant in such a manner that adequate quality control of material, mix Design and use of blended waste plastic is ascertained at all the times when the contractor is working and also more than one contractor is working in the package.

l) Provide timely assistance and direction to the Contractor in all matters, related to the interpretation of the Contractor Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.

m) Organize the supervision of the works with proper allocation of responsibilities to the individual inspectors and also at last one engineer staff must be present at the plant to ensure the proper quality of the mix as per relevant standard and at last two (2) engineering staff must be present at the site during the execution of the work, to supervise the work to ensure effective execution. The presence of these staff shall be certified by the engineer in charge of the work and shall be submitted along with other reports.

n) Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

o) Review and approve the Contractor's working drawings, and drawings for temporary works.

p) Perform all survey measurements of completed or partial works where required determination of quantities.

Consultant

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Yelahanka Division

q) Assure the receipts of and maintain as permanent records, all warrants under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as – built drawings to be prepared for all works by the contractor.

r) Perform all laboratory and field testing of materials and products needed to assure that the quality as specified in the contract documents is attained.

s) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measure have been taken to protect life and property.

t) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise and remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial completion.

u) Submit after review, to the Client one complete set of reproducible, revised contract drawings showing the "as constructed" project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible.

v) Perform all other tasks not specifically mentioned above but which are necessary and essential to successfully supervise and control all construction activities in accordance with the terms of reference of the works contract.

w) Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-a-vis, the accepted programme on regular basis. If any shortfall is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The Consultant shall bring to the notice of the contractor, to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

x) Provide BBMP with all details of progress achieved vis-à-vis the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme notwithstanding the action taken by the consultant as stipulated in clause 7.1 (sl) the consultant shall report to BBMP with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BBMP in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to BBMP for taking necessary action.

y) To submit the test report conducted on construction materials and at site during execution of the work and after completion of the work like Mix Design, Bitumen grade test, test on aggregates, Bitumen content, temperature at plant and at site, density test, granular sub base, wet mix macadam, emulsion, R.C. Concrete, slabs, cobble stones tiles, steel, and other required and necessary test reports for all components of the project.

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ATTACHMENT "B" – CONSULTANTS PERSONNEL

4. Key Professionals for the required Services for the package:

1) Resident Engineer (Team Leader) cum Senior Highway Engineer -1No.
2) Senior Materials / QC Engineer -1 No.

4.1 The minimum requirement or supporting staff for the services for each package is as follows:

Quality Control Engineer - 1No.
Quantity Surveyor - 1 No.
Site Engineers (Highway) - 1 No.
Lab Technicians - 2 No.

The Minimum required experiences and qualification are as per Clause 2.1 of Data sheet.

The Services of these key personnel / supporting staff shall be available full time. During the entire period of project construction.

4.2 Payment Schedule

10% of contract price: - After signing of contract and submission of Inception Report.
90% of contract price: - After completion of all the work in complete

4.3 Services during the Defects Liabilities/Maintenance Period as per tender condition.

During this period, the consultant shall undertake the following:

4.3.1 Inspection of roads periodically and report to the BBMP regarding status/defects observations in the road and any maintenance works to be carried out by the contractor.

4.3.2 Inspection of works prior to the expiry of the Contractor's. three year defects liability/Maintenance period, preparation of a final deficiency list if required supervision of remedial works and recommendation to BBMP as to the date of the Final Inspection of Works.

4.3.3 Carrying out Final Inspection of Works together with representatives of the BBMP and the Contractor.

4.3.4 Preparation and issuance of the Defects Liability Certificate.

4.3.5 Preparation of Final Payment Certificate.

5. ATTACHMENT "C" CONSULTANTS REPORTING OBLIGATIONS

5.1 Contract Schedule

The Project Constructions Period Stipulated is eleven (11) calendar months. However the Consultancy services for Project Management Construction Supervision may be required for a period of 7 to 8 months.

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Yelahanka Division

Consultant

5.2 Schedule of the Reports

The Consultant shall prepare and submit four (4) copies to BBMP of each of the following reports and documents in English.

Inception Report and QAP	- within 7 days after mobilization.
Weekly – Progress Reports	- By the end of each week except the week following the inception Report.
Monthly Progress Reports	- By the 5th of the each month.
Final Report	- One week after completion of the works. (Provisional acceptance)
Q.A Report	- Along with the R.A Bills.

5.3 Contents of Reports:

a. Inception Reports

The Inception Report shall cover the following

- Reviewing Contractor's mobilization and work plan.
- Setting out Guidelines for Administering, Monitoring and Evaluating project Progress.
- Mode of co-operation with the BBMP, the concerned E.E and any other related organization(s).
- Quality Assurance Programme.
- Plant inspection and report.
- Pre-execution material testing reports.

b. Weekly Progress Reports

The Weekly Reports shall be brief and concise and provide means of closely, monitoring project progress and forecasting construction costs, and shall cover the following.

- Main activities, undertaken and events for the period and Progress Report
- On the activities of the Contractor and supervision staff.
- Monitoring and Evaluation of project progress.
- Project accounts, payments of approved bills, claims, certificates of payments and variation orders.
- Summary of consultant's observations/results on Quality Control tests.

c. Monthly Progress Reports.

Monthly Progress Report summarizing activities and work progress achieved in the last months will be submitted in lieu of the weekly progress report for the week.

d. Final Report:

On Completion of the Project, the Consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification designs, problems encountered and solutions recommended operational procedures expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, computer programmes etc. shall become the property of the BBMP. The Consultant shall provide one reproducible copy each of constructional and as-built drawings.

Consultant

Executive Engineer
Yelahanka Division